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(ESTABLISHED 1857.)

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Current Topics.

Lord Darling.

TO LORD DARLING, who celebrated his eighty-first birthday last Saturday, we venture to offer our heartiest congratulations and good wishes for many happy returns. In recent years no occupant of the Bench has made his name more widely known than he, not so much perhaps by judicial erudition, although it would be a great mistake to minimise his legal knowledge, as by the wit with which he could light up the discussion of some highly technical subject by the aptness of some classical quotation, and by some humorous but not unkind jest in which he touched lightly on the foibles of counsel, as, for example, when addressing a lovable leader, now passed away, who had a difficulty in answering the simplest question without an excessive amount of periphrasis, he said: "Mr. X, can you, without undue prolixity, tell me, are you in the next case?" Besides his judicial gifts, which, although he has retired from the daily round of work in the courts, he still places at the disposal of the country by taking a share in the judicial functions of the House of Lords and Privy Council, he is, as we all know, the happy possessor of the pen of a ready writer. His graceful essays and his equally graceful verses have won for him a distinguished place in literature, and the volumes containing them will long have an honoured position on the bookshelves of every lawyer having any tincture of letters.

A Baby's Religion.

WE COMMENTED on the case of *Re Carroll* on p. 525, *ante*, the facts being there fully stated. It had then been heard in the King's Bench Division, the proceedings taking the form of a writ for *habeas corpus* against a Protestant society, concerned with the adoption of infants, to whom a Roman Catholic mother had delivered her illegitimate daughter with a view to its ultimate adoption. The child, however, had been baptised as a Roman Catholic, and the woman's spiritual advisers put pressure on her to revoke her consent to adoption by the society's nominees, and to require the society to restore the little girl to her, with the view to placing her in a Roman Catholic home. In the original proceedings, reported in *The Times*, 23rd July, the court decided against the mother, mainly on the ground that, other things being equal, it was more for the advantage of a child to be brought up in a private home, as the Protestant society proposed, than in an institution. The Court of Appeal has now reversed this decision, as reported in *The Times* of 3rd December, dissentiente GREER, L.J., who agreed with the court below. The insistence of SCRUTTON and SLESSER, L.JJ., in their majority judgments on the paramount importance of bringing up the child in the mother's religion, may appear somewhat difficult to reconcile with the very definite wording of s. 1 of the Guardianship Act, 1925, directing the court to "regard the welfare of the infant as the first and paramount consideration." Perhaps the difference in value in the wages market of a girl brought up as a Roman Catholic, and one trained as an evangelical member of the Church of England is, and is likely to remain, negligible, but the probability that the adopting Protestant couple would leave testamentary benefits to the child does not appear to have been considered at all in the majority judgments as so far reported. This probability, one might have supposed, would have been a decided factor in respect of temporal welfare—and both courts disclaimed the notion that, apart from the mother's wishes, they were competent to decide on the rival merits of religions. SCRUTTON, L.J., appears to have expressed the opinion, contrary to that taken in the court below, that a child is as well off in an institution as a private home. It may be respectfully submitted that the vast majority of those concerned with the welfare of children would entirely disagree with him on the point, and prefer the views expressed by HEWART, L.C.J., and GREER, L.J. It does not appear whether there will be a further appeal, but, regarded as an authority, the case might now compel a judge to decide in favour of a parent's religion, where he had an inward conviction that a child's temporal welfare would be better ensured if it were brought up in a different faith.

Gamage's Free Show.

SOME SYMPATHY may be expressed with Messrs. GAMAGE, who, setting themselves out to make their new premises, near the Marble Arch, as attractive externally as possible, a result at which the vast majority of other tradesmen also aim, though with less success, have been prevented from doing so further by injunction. This was obtained by a furrier on the opposite side of Oxford Street, the entrance to whose shop was obstructed by the crowds collecting to view Messrs. GAMAGE'S entertainment, which consisted of new effects in moving dazzle-signs, composed of coloured electric bulbs. The plaintiff swore that his profits had fallen by about half, and, if so, he had a grievance, though it is arguable that the grievance was caused by the individual members of the crowd, over whom GAMAGE'S had no control. That argument, however, is against the chain of authorities, as we stated in our note "The Too Attractive Shop-window," in 1928 (72 SOL. J.

562). In that note we cited the cases in point, namely, *R.* v. *Carlile* (1834), 6 C. & P., 636; *Barber* v. *Penley* [1893] 2 Ch. 447; and *Lyons* v. *Gulliver* [1914] 1 Ch. 631, the last two being "queue" cases, in which the proprietors of theatres had attracted the public to their premises in too great an abundance. The matter being transient and seasonal, the case is hardly likely to go to the House of Lords, but, were it to do so, Lord PHILLIMORE'S dissenting judgment in *Lyons* v. *Gulliver* could be considered on its merits. After summing up the result of the decided cases, "that one trader may not make his shop window, which is, after all, the most important element of the business of a shopkeeper in the Metropolis, so attractive as to bring crowds round it in such a way as to interfere with the people having the easiest and most direct commodious access to the next shop," he continued (p. 661): "I am sorry to say that I entirely disagree with that principle. I believe every trader has the right to make his shop window as attractive as possible, and that he is not responsible for crowds assembling to gaze, and that it is for the police to regulate the traffic, and to make those persons, when they stand longer than they have a right to stand on the highway, move on." This appears a reasonable point of view, but it would put a considerable strain on the police if a particular tradesman presented something in the nature of a play in his window.

Woolf *v.* Woolf.

THE DECISION of Lord MERRIVALE in the above divorce case may be regarded as one of the most remarkable of recent years. Both husband and wife were young, and, after quarrels and recriminations, the husband sent the wife a letter enclosing an hotel bill, to show that he had spent a night with another woman. Following it up, an hotel chambermaid was called in evidence on the wife's petition, and testified that she saw the husband in bed with the other woman. This evidence was neither contradicted nor doubted. HILL, J., before whom the case originally came, adjourned it so that the name of the woman might be furnished. The husband refused to give it, and the wife was unable to ascertain it otherwise. After HILL, J., had retired, MERRIVALE, P., heard the case and dismissed the wife's petition, on the finding that there was no proof of adultery. Such a finding, in the circumstances, would have been inconceivable twenty, or perhaps, even ten years ago, and wonder may respectfully be expressed as to what fuller proof could possibly be given. So many men, however, have boasted that they have deceived the Divorce Court, after they had safely been awarded the decree absolute, that hotel bill divorces have become a by-word, and our readers will remember that we have recently dealt with the whole subject at considerably greater length, in "Collusion in Divorce," *ante*, p. 291. Our conclusion then was that the judges were faced with an impossible task in attempting to distinguish real from feigned adultery ("bogus adultery," in HILL, J.'s phrase), and we see no reason to depart from it. MERRIVALE, P., deduced from the letter that the husband desired divorce —a deduction which, of course, could be made with the same absolute certainty in respect of the thousands of letters used in similar cases which have been carried to a successful issue. The respondent's wish for divorce, however, should obviously be no impediment to the wife's petition if, without her connivance, he has committed adultery. People in the class who have hitherto obtained these easy divorces will no doubt note the fact that the judges require the name of the woman at the hotel, and will hereafter furnish it. We are not aware whether there will be an appeal in this case, but, if there is, we venture to doubt, as we did in the *Nachimson Case* earlier in the year, whether the present decision can stand. Lord MERRIVALE found, in effect, that the respondent, in taking the hotel bedroom and allowing himself to be seen in bed with the woman, was deliberately attempting to deceive the court. In *Apted* v. *Apted and Bliss* [1930] P. 246, he held a somewhat similar attempt to be contempt of court, but in the present case he is not reported to have made such a pronouncement.

The Lever Case.

A UNANIMOUS Court of Appeal dismissed on 17th November, the appeal of the defendants against the judgment of Mr. Justice WRIGHT in *Lever Brothers Limited* v. *Ball and Another*. The defendants were the former chairman and vice-chairman of the Niger Company Ltd. and the plaintiffs claimed damages for alleged fraudulent misrepresentation, breach of duty and breach of contract in respect of their employment by entering into cocoa transactions on their own behalf. The plaintiffs also claimed the return of £30,000 and £20,000 paid under agreements of March, 1929, to the two defendants respectively as compensation for the termination of their services when the Niger Company was amalgamated with the African and Eastern Trade Corporation. The defendants admitted that they had conducted four cocoa transactions on their own behalf, but denied that they were liable to repay the £30,000 and £20,000 respectively. The trial of the action before Mr. Justice WRIGHT and a City of London special jury commenced on 6th May and occupied seventeen days, and the jury by its answers negatived fraudulent misrepresentation and fraudulent concealment, and found that the defendant had committed breaches of duty towards the plaintiffs in respect of their cocoa transactions. In respect of those transactions they awarded the plaintiffs £1,360 in respect of profit made by the defendants and £5 nominal damages, and found that the plaintiffs were entitled to terminate the defendants' employment with them in January, 1928, the date of the transactions, and in March, 1929, and could have done so had they known of the transactions. They further found that the plaintiffs would not have entered into the agreements of March, 1929, had they known of the defendants' private cocoa transactions. Mr. Justice WRIGHT held that the plaintiffs were entitled to rescission of the compensation agreements and the return of the £30,000 and £20,000 on the ground that both parties were under the mistaken impression that their rights could be terminated only by payment of compensation. The main ground of appeal was that the facts did not bring the case within the authorities on mutual mistake, as the mutual mistake was a mere incident of a really existing contract, which did not avoid the contract, but only gave a power to avoid it which had not been exercised at the date of the payments.

An Unauthorised Autopsy.

IT IS well recognised that by English law there is no property in the dead body of a human being. It is none the less true that this rule occasionally operates with great harshness, as it did in a recent case decided in Canada. This was *Edmonds* v. *Armstrong Funeral Home Limited and Another* (1930), Western Weekly Reports 290. There the facts were that the plaintiff engaged the first defendants to make all preparations and arrangements for the burial of his deceased wife, the body being given into their charge for this purpose. The plaintiff alleged that these defendants permitted the second defendant, a surgeon, to enter their premises and without his, the plaintiff's, consent perform an autopsy on the body and remove therefrom a portion of the anatomy. Thereby, he said, he was caused great mental anguish and in respect of this he claimed to be entitled to recover damages. The court, as might be expected, held that the action was not maintainable, being, as it was, solely for the recovery of damages for mental anguish. Such cases, we hope, are of rare occurrence, but the fact that they can happen surely demands that an alteration of the law should be made, if not to prevent their repetition, at all events to penalise with damages those who outrage the feelings of the near relatives of a deceased person.

Criminal Law and Practice.

AN UNNECESSARY ORDEAL.—The case of *R.* v. *Narbett*, tried at the recent Glamorgan Assizes, makes one wonder whether those inquiring into a serious indictable charge always accept their full responsibilities. Here was a case of accident. A husband and wife fail to see one another and collide in a doorway, a common enough incident. The wife happens unluckily to have a knife in her hand which she has been using in the preparation of some food. The knife runs into the man and he dies in about ten minutes. She tells her story at once and never varies it. The medical evidence is consistent with her story, and unfavourable to the supposition of a direct blow. Yet the unhappy wife, after a tragic happening, is put on her trial for murder. Why? The police no doubt felt that the case was one in which it was not for them to refrain from action. But is the Director of Public Prosecutions, who has the whole of the materials before him, bound to prosecute? Then there is an inquiry before justices. They certainly are not bound to commit. The evidence did not only not "raise a strong or probable presumption of the guilt" of the accused, it raised a strong and probable presumption of her innocence. Section 25 of the Indictable Offences Act, 1848, from which we quote above, requires justices also to commit if the "evidence is sufficient to put the accused party upon his trial." But evidence pointing clearly to innocence is not evidence sufficient to make a *primâ facie* case of guilt. At the trial the judge summed up entirely in favour of the accused, and the jury acquitted without leaving the box or taking time to consider. There is a sort of feeling among the lesser authorities that if a charge is serious enough it must go to the final arbitrament of a trial on indictment, but in principle, murder in this respect is on the same footing as any other offence, and the mere name of the crime ought not to abash those whose duty to the accused requires the quashing of the case in its early stage.

SIX OF ONE AND HALF-DOZEN OF THE OTHER.—Mr. Justice MacKinnon at the Derby Assizes expressed his reluctance to punish a boy for a sexual offence with a girl, while leaving her unpunished, "notwithstanding she was often much more mature in such matters and often also the temptress, and therefore equally blameable morally." But for *R.* v. *Tyrrell* [1894] 1 Q.B. 710, one would have thought it not improper to have indicted a girl as an aider and abettor or as inciting to the offence. There is not much in the point that one cannot aid and abet an offence against oneself. As Hutton *arguendo* pointed out, the offence is one against the State. More solid is the objection that prosecutions would be checked and difficulties arise over questions of evidence. The principal witness could refuse to give evidence. That she would be technically an accomplice would not so much matter: being in many cases actually one her evidence suffers in value accordingly. But the learned judge had an easy way out of his difficulty if he thought the boy was more sinned against than sinning. He could regard that as an extenuating circumstance, and discharge the accused under s. 1 (2) of the Probation of Offenders Act, 1907.

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Liability for Animals.

A Recent Case.

THE decision of the Court of Appeal in *Farndon* v. *Harcourt-Rivington, The Times*, 31st October, 1930, does not, apparently, effect any new principle in the law relating to damage caused by animals. It is interesting, however, in view of the peculiar facts, and it re-affirms principles laid down in earlier cases.

The plaintiff was walking past a saloon car parked in a London street, when a large Airedale dog, which had been barking and jumping about in the car, smashed the glass panel in the rear of the car. A piece of glass entered the plaintiff's left eye which had to be removed. On these facts a jury returned a verdict for the plaintiff for £2,000. But the Court of Appeal held that there was no evidence on which the jury could so find, and entered judgment for the defendant.

In the course of his judgment, SCRUTTON, L.J., said: If jumping about was this dog's ordinary propensity, the owner was under no obligation to restrain it, but it was otherwise if the dog had a special propensity which was dangerous. There was no such evidence here, nor that the owner knew anything of any dangerous propensity of the dog. Leaving a dog in a motor car was done in hundreds of cases and nobody had ever heard of such an accident before. What the defendant had done was to leave his car in the highway with, apparently, a perfectly behaved dog inside, and something happened which had never been known to happen before.

What, then, is the basis of liability for damage done by animals? "The responsibility of the owners of animals for damage done by them has developed along two main lines, one a branch of the law of trespass, and the other a branch of the law which imposes upon the owner of a dangerous animal or thing a duty to take measures to prevent it doing damage": per BANKES, L.J., in *Buckle* v. *Holmes* [1926] 2 K.B. 127. Apart, therefore, from liability for trespass or upon any other independent ground (e.g., negligence, contract), there is an absolute liability for dangerous animals. The general rule is, it is submitted, well expressed in the judgment of Lord DENMAN, C.J., in *May* v. *Burdett* (1846), 9 Q.B. 101: ". . . a person keeping a mischievous animal, with knowledge of its propensities, is bound to keep it secure at his peril." If such an animal escapes and does damage by exercising a mischievous propensity, then the person keeping it is liable for the damage, unless there is a specific ground of exemption. This dictum of Lord DENMAN was quoted with approval in the judgment of BLACKBURN, J., in *Fletcher* v. *Rylands* (1865), L.R. 1 Ex. 265.

With regard to this branch of the law, animals are divisible into those "*feræ naturæ*" and those "*mansuetæ naturæ*." The first class includes that "judicial animal" the tiger, gorillas, lions, etc., while into the second class fall horses, cows, dogs, etc. The test to be applied is danger to mankind. If the animal is of a species which is dangerously disposed to mankind, that animal is of the class "*feræ naturæ*": *Buckle* v. *Holmes*, *supra*.

Animals "*feræ naturæ*" fall directly within the rule laid down in *May* v. *Burdett*, *supra*, and are kept at peril. Animals "*mansuetæ naturæ*" are presumed to be innocuous creatures. They may develop dangerous propensities, but until they do so and until knowledge of such propensities is brought home to their owners, their owners are not liable for damage done by them. Before the owner of an animal "*mansuetæ naturæ*" can be held liable for damage caused by it, it must be shown that he knew of the mischievous propensity which caused the damage: *Buckle* v. *Holmes*, *supra*. *Scienter* must be proved, and the *scienter* proved must be *scienter* of a propensity to do the mischief complained of. Thus, knowledge that a horse is accustomed to bite other horses is not evidence of knowledge of a propensity to bite human beings: *Glanville* v. *Sutton* [1928] 1 K.B. 571.

In *Farndon* v. *Harcourt-Rivington, supra*, SCRUTTON, L.J., said that he took the law in reference to animals to be this. Animals, so far as liability attached, fell into different classes. There was, first, the class of wild animals, e.g., a tiger or a gorilla or a monkey. That class fell within the principles laid down in *Rylands* v. *Fletcher*, L.R. 1 Ex. 265, and a person taking out such an animal which was dangerous in itself was responsible for any damage which it did. Then there was the case of animals ordinarily kept in comparative freedom, e.g., horses, cows, dogs and cats. There was no obligation to keep cats or dogs under control. They might stray and exercise their ordinary propensities, but if they had, to the knowledge of the owner, a vicious propensity and exercised it, the owner was liable for any damage they might do.

With great respect to the learned lord justice, it is conceived that this statement may reasonably bear the inference that there is a distinct basis of liability in each case, i.e., an absolute liability under *Rylands* v. *Fletcher, supra*, for animals "*feræ naturæ*," but, in the case of animals "*mansuetæ naturæ*," a liability based purely on *scienter*. The point is an academic one, but it is submitted that the basis of liability in both cases is the same. Animals "*feræ naturæ*" fall directly within the rule in *Rylands* v. *Fletcher* because (1) they are presumed to possess mischievous propensities, and (2) knowledge of such propensities is imputed to the owner. Animals "*mansuetæ naturæ*" fall indirectly within the same rule, if and when (1) they are proved to possess a mischievous propensity, and (2) the owner is proved to have knowledge of it.

When the owner of an animal "*mansuetæ naturæ*" is affected with *scienter* of a particular mischievous propensity, that animal falls within the rule in *Rylands* v. *Fletcher* with respect to the exercise of that particular propensity. The necessity of proving *scienter* is merely a limitation upon the rule of absolute liability laid down in *Rylands* v. *Fletcher, supra*, and *May* v. *Burdett, supra*, and not a separate basis of liability.

However unusual may be the damage done by an animal "*feræ naturæ*," the owner is responsible therefor. On the other hand, liability for damage caused by an animal "*mansuetæ naturæ*" cannot be fixed upon the owner in the absence of proof of *scienter*, even though the damage is of a nature likely to arise from such an animal. Thus, to take a hypothetical case, the owner is also absolutely liable for a tiger which excretes saliva and blinds a person, but the owner of a dog which attacks and kills another dog is not liable without proof of *scienter*. The limitation upon the rule of absolute liability in favour of animals "*mansuetæ naturæ*" is justified for the following reasons: Animals "*feræ naturæ*" are dangerously disposed to human beings and are of little or no use in captivity. Experience, however, has taught us that animals "*mansuetæ naturæ*" are, generally, kindly disposed to mankind, and moreover, that it is in the interest of society that such animals should be kept in comparative freedom.

The dictum of ERLE, C.J., in *Cox* v. *Burbidge*, 13 C.B. (N.S.) 430, 436, that "the owner of an animal is answerable for any damage done by it, provided it be of such a nature as is likely to arise from such an animal, and the owner knows it," is shown, when divorced from its context, to be too wide by ATKIN, L.J., in *Manton* v. *Brocklebank* [1923] 2 K.B. 230. The owner of an animal "*mansuetæ naturæ*" is not responsible for all the consequences of the known propensities of its species even though they may be likely to cause damage. In *Buckle* v. *Holmes* (*supra*), ATKIN, L.J., said ". . . one who keeps a domestic animal is not rendered liable by the mere fact that the animal does damage in following a natural propensity of its kind to do damage in certain circumstances, unless the animal is one for whose trespasses the owner is liable."

Liability under the rule in *May* v. *Burdett* and *Rylands* v. *Fletcher* must not be confounded with liability for trespass of an animal. "Where the owner is liable for the animal's trespasses, it may be material to consider whether the damage it does is the result of a normal propensity. For this damage the owner is liable; but for damage resulting from an abnormal propensity not known to him, he is not in my opinion liable, though he would of course be liable for the ordinary consequences of the trespass" (per ATKIN, L.J., in *Buckle* v. *Holmes* (*supra*), at p. 130). Two cases serve to illustrate the value of keeping these two grounds of liability distinct. In *Ellis* v. *Loftus Iron Co.* (1874), L.R. 10, C.P. 10, the defendant's horse trespassed upon the plaintiff's land and bit and kicked the plaintiff's mare. The defendant was held liable; his horse had trespassed and the consequential damage was not too remote. In *Manton* v. *Brocklebank* (*supra*), a horse and a mare were agisted in the same field and the mare kicked the horse. The owner of the mare was not held responsible; there was no trespass and *scienter* was not proved.

Generally speaking, the owner is responsible for an animal's land-trespass. Thus, in *Cox* v. *Burbidge* (*supra*), WILLIAMS, J., said: "If I am the owner of an animal in which by law the right of property can exist, I am bound to take care that it does not stray into the land of my neighbour, and I am liable for any trespass it may commit, and for the ordinary consequences of that trespass." This dictum was cited with approval by BLACKBURN, J., in *Fletcher* v. *Rylands* (*supra*). But this general rule admits of exceptions. The owner is not liable for the trespass of his dog even though while trespassing it does damage in obedience to the instincts of its species, *Cox* v. *Burbidge* (*supra*), and the Court of Appeal in *Buckle* v. *Holmes* placed a cat in the same category as a dog when liability for trespass is in question.

The reason assigned in *Buckle* v. *Holmes* for the exception in the case of dogs was that the common law in its common sense took notice of the fact that dogs cannot ordinarily be kept shut up, that it is in the interests of society that dogs should be kept and allowed a reasonable amount of liberty, and that dogs are not likely to do substantial damage when trespassing.

This, it is submitted, is the justification rather than the reason for the exception. If the dictum of WILLIAMS, J. (*supra*), is sound, the reason is probably to be found therein, because liability for trespass is then confined to those animals "in which by law the right of property can exist." At common law there is no right of property in a dog. In fact it is only by statute that "dog stealing" is made a criminal offence for, at common law, a dog is not a subject of larceny.

It is clear then that, although a dog owner may be liable upon some independent ground (e.g., negligence, contract), he is *not* responsible (1) under *May* v. *Burdett*, in the absence of proof of *scienter*, or (2) in any case for trespass. Recently, however, the legislature has curtailed the latitude allowed to dog owners and has done something to remedy the depredations of the dog upon the property of that worthy person the farmer. The Dogs Act, 1906, makes the owner of a dog absolutely liable (without proof of *scienter*) for injury to cattle by that dog. The term cattle includes horses, mules, asses, sheep, goats and swine. The Dogs (Amendment) Act, 1928, extended this liability to the case of poultry, which term includes domestic fowls, turkeys, geese, ducks, guinea fowl, and pigeons. Perhaps, when the legislature realises that a cat is infinitely more dangerous to poultry than a dog, we shall have a Cats Act on similar lines.

Sir Binod C. Mitter, of London-street, Calcutta, and Ashley-gardens, Westminster, a member of the Judicial Committee of the Privy Council, died leaving £1,417 in England. He gave: Rupees 40,000 in trust for the advancement of health, sanitation, and education of the inhabitants of his native village; Rupees 7,500 to the Sir Rames C. Mitter Girls' School; Rupees 5,000 to the Gokhale Memorial School; Rupees 10,000 to the Carmichael Medical College, Belgachia, for two beds.

Mr. James Henry, K.C., formerly editor of the *Irish Law Times and Solicitors' Journal*, left £6,310.

The Nationality of Married Women.

UNDER our ancient common law the maxim "*nemo potest exuere patriam*" prevailed, and no person of British nationality could renounce his or her allegiance. This doctrine on occasion gave extreme trouble, especially after the American War of Independence. The Naturalisation Act, 1870, following the report of a Royal Commission made in the previous year, relaxed the rigidity of the rule, and s. 10 provided that a married woman should be deemed to be the subject of the state to which her husband was for the time being subject. This section adopted the recommendation of the Commission, which had considered the laws of other countries, and had aimed to bring ours into harmony with them. The Act of 1870 was repealed by the British Nationality and Status of Aliens Act, 1914, but the law as to married women remained practically unchanged. Its hardship to certain Englishwomen, wives or widows of Germans, and resident in this country during the war, became then apparent, and accordingly it was provided by s. 2 (5) of the British Nationality and Status of Aliens Act, 1918, that if a married woman, originally a British subject, but subsequently the wife of an alien enemy, desired to resume her former status, she should be allowed to do so with the consent of the Secretary of State.

Certain people, however, remained dissatisfied with the law as it stood, deeming that it savoured of the old subservience of wife to husband, and accordingly a bill has been brought before Parliament to change our law and provide that, under it, a woman's allegiance shall not be affected by her marriage alone. It was brought in by one lady M.P., supported by a number of others, and has received a second reading in the House of Commons.

Whether it would be best, as an abstract question, for a woman to change her nationality on marriage or otherwise may be a debatable question. From a legal point of view, however, there can be no reasonable doubt that harmony in international law is much the more important matter. Lack of harmony on this point, in effect, produces a double crop of legal hybrids, undesirable both from the poin' of view of lawyers and diplomatists, namely, on the one hand, persons of dual allegiance, claimed as subjects by two nations, and, on the other, the stateless, or those "*sans patrie*," to be regarded as aliens over the whole face of the earth. A case of dual nationality did, in fact, come before our courts after the war, and is reported, see *Kramer* v. *A.-G.* [1923] A.C. 523. There the appellant found that, as a subject both of Great Britain and Germany, he was in no better position before our courts than an alien enemy in the war, and it seems more than likely that the German courts would have treated him in the same fashion. Thus the person so affected, unless specially favoured by legislation, may have the disabilities of both allegiances and the advantages of neither, as well as being a potential nuisance and danger to diplomacy. At one time it was doubtful whether zero nationality or "statelessness" was a conception known to our law, but RUSSELL, J., gave it recognition in *Stoeck* v. *Public Trustee* [1921] 2 Ch. 67. The stateless person, owning no allegiance, has the advantage while he remains in that condition that he can nowhere become an alien enemy, but it is probably a much greater disadvantage to him that, wherever he is, he is never otherwise than a stranger.

The laws of most nations now provide, like our own, that a woman changes allegiance on marriage, and the uniform rule makes for harmony, for her nationality, whether rightly or wrongly decided, is at least certain. Those interested in the matter will find it very fully discussed in a paper read by Dr. E. J. SCHUSTER, K.C., and contained in the report of the thirty-second Conference of the International Law Association, pp. 9-25, and it has been the subject of even more recent debate at the recent Hague Conference of this year, and again at the Imperial Conference. The recommendation of each body was that if, by her native law, a woman loses her nationality on marriage to a foreigner, she shall hereafter cease to do so unless she automatically acquires that of her husband. Both conferences were satisfied that any proposals for the further modifications of the existing law would fail to secure unanimous agreement.

In the United States of America the law appears to have been the same as our own, but was changed by the Cabell Act of 1922. Under this statute, it is provided that an alien woman who marries an American citizen does not thereby acquire American nationality, though the way is made easier for her to do so. As a result, there are now presumably a considerable number of stateless Englishwomen, married to Americans, who have lost their original nationality and not acquired a new one, and, presumably, about the same number of American women who have dual allegiance. So far then as the new Bill may provide for these cases on the lines recommended by the conferences, it can serve a useful purpose, but if it is passed in its present form, it is certainly likely to create many more dual allegiances and states of "*sans patrie*" than it abolishes. The legal conclusion as to the Bill can, therefore, follow that of Mr. CLYNES, the Home Secretary, who observed in debate, that its promoters are doing the right thing (if that is so) in the wrong way.

To the ordinary private person indeed, and especially to the married, the law of nationality is less important, save in the exceptional case of war, than that of domicil, by which the law of the person, and especially of divorce, is regulated. As an illustration of real hardship caused by a conflict of the law as to domicil *Ogden* v. *Ogden* [1908] P. 46, may be cited, in which an Englishwoman found herself held in our courts to be the wife of a Frenchman, then living in France and lawfully there married to a compatriot. Her marriage, valid by our law, gave her a French domicil in our courts, precluding them from assuming divorce jurisdiction, but in France the marriage was held invalid, and so there she was deemed to be a spinster and to retain her English domicil. Thus for her divorce was impossible. This case, in the Court of Appeal, cannot of course be affected by subsequent decisions (in the Divorce Court), such as *De Montaign* v. *De Montaign* [1913] P. 154, in which an empirical attempt was made to avoid such hardship, and *Ogden* v. *Ogden* must be held to remain good law. It may be added that the Marriage with Foreigners Act, 1906, framed to prevent such an impasse, appears to have remained a dead letter, for the reciprocal diplomatic agreements for which it provides have not been brought into existence.

Aliens in this country, though in a somewhat less favourable position than they were before the war, suffer no hardship and little inconvenience, trouble and delay on landing on our shores being probably the worst. It would be possible, however, under the present law, to exempt native-born wives of foreigners from the restrictions now imposed on alien immigrants, and, for this relief at least, no new statute is required, but merely alteration of the rules made by Order in Council under the Acts now in force concerning the matter.

In essential points, indeed, English law is reasonably well framed to avoid conflict with the laws of other countries, and more important work appears ready to hand in persuading certain other nations to modify the rigidity of their laws, than to change ours. If, for example, India ever acquires the status of a Dominion, either the veto on a Hindoo marrying outside his caste should be modified, or special disabilities should be placed on him during his residence in this country to prevent him going through the ceremony of marriage with an English girl, as in *Chetti* v. *Chetti* [1909] P. 67. The preservation of the status of a wife is indeed of considerably more importance to the average Englishwoman than that of a British national.

Mr. Alexander M. MacRobert, K.C., M.P., of Abercromby-place, Edinburgh, recently Lord Advocate for Scotland, left unsettled personal estate in Great Britain valued for probate at £12,330.

Company Law and Practice.

LV.

REVOCATION OF PROXY BY PERSONAL VOTE.

THE case of *Cousins* v. *International Brick Co. Limited*, recently decided by LUXMOORE, J., and reported in *The Times* of 29th November last, is one which deserves to be noticed here as soon as possible, as being of great importance to the company lawyer, though at this stage it would not be proper to offer any comments thereon, as there is a possibility of it going further.

The facts were as follows: At the annual general meeting of the defendant company, a resolution for the re-election of a director was put. An amendment was proposed and seconded, but the chairman refused to put it to the meeting for reasons not here material. The resolution was declared to have been carried on a show of hands, and a poll was demanded. The company, after the date of the meeting, undertook to put the amendment to the poll as well as the original resolution. A held a large number of proxies (which had been duly lodged in accordance with an article in a usual form) in favour of the amendment, and at the adjourned meeting, held for the purpose of taking the poll, he tendered these. Some of these the chairman accepted, but some he rejected. Those rejected were of two types; in both types of case the donors of the proxies rejected had purported to give notice in writing revoking them, but every notice had been given after the date of the meeting; in one, however, the donors had then proceeded to attend the adjourned meeting and tender their votes personally against the amendment, while in the other type they had not so attended.

One of the articles of association of the company was to the effect that a vote given in accordance with the terms of a proxy was to be valid notwithstanding revocation, unless intimation in writing of the revocation had been received at the registered office of the company before the meeting. Now it has been settled for many years that an adjournment of a meeting must, for many purposes, be regarded as nothing more than a continuation of the original meeting: *Scadding* v. *Lorant* (1851), 3 H.L.C. 418, is one of the earlier cases illustrating this principle, and more recently there is the decision in *Neuschild* v. *British Equatorial Oil Co. Limited* [1925] Ch. 346, which shows to what lengths the application of that principle went. The question there to be decided was whether the confirmation of a resolution as a special resolution complied with the requirement in s. 69 of the Act of 1908, that it should be passed at a meeting held not less than fourteen days nor more than one month after the first meeting. The circumstances were that the confirmatory meeting was summoned, and met, within the required period, but it was adjourned, and confirmation was obtained at the adjourned meeting, the date of which was outside the period allowed by the section.

It was nevertheless held that the special resolution was valid, on the ground that the confirmation must be taken to have been given at the date of the original meeting as the adjourned meeting was only a continuation of it. The alterations in the law relating to special resolutions (see s. 117 of the Act of 1929) render *Neuschild's Case* now incapable of direct application, and s. 119 has encroached largely on the general principle by enacting that a resolution which is now passed at an adjourned meeting of a company, or the holders of any class of shares in a company, or the directors of a company, is to be for all purposes treated as passed on the date on which it was in fact passed. Section 287 deals similarly with adjourned meetings of creditors or contributories. It will be observed that other meetings are untouched by the statute in this respect, and the example which at once occurs is that of a meeting of debenture-holders held under provisions in that behalf contained in a trust deed or elsewhere. To them the old principle must still apply.

A recent case relating to the attempted revocation of proxies between the date of a meeting and the date of the adjournment thereof for a poll is *Spiller* v. *Mayo (Rhodesia) Development Co.* (1908) *Limited* [1926] W.N. 78, where there was an article as to proxies being valid in the absence of intimation of revocation being given to the company before the meeting. RUSSELL, J., held that the true view was that notices of revocation given between the date of the meeting and the date of the poll were not given before the meeting within the meaning of that article, but were actually given during the meeting, and therefore votes tendered in respect of those proxies had to be accepted.

This decision LUXMOORE, J., followed in the *International Brick Co.'s Case*, *supra*, so far as concerned the case where the donors of the proxies did not attend and vote at the poll, and held that the votes offered by proxy in this type of case must be accepted. But as regards the case where donors of proxies attended and tendered votes themselves on the poll, his lordship held that the votes tendered by the shareholders must be accepted, saying that the proxy was only an agent of the shareholder, and that, as between the shareholder and his proxy, the agency could be determined by the shareholder at any time. Further, the object of the article as to giving notice of revocation was to save the company from making inquiry as to whether a proxy had been revoked or not, and not to prevent a shareholder who had given a proxy from voting in person.

(To be continued.)

Application Form for Driving Licence.

THERE are probably few readers of THE SOLICITORS' JOURNAL who, in the course of the next twelve months, will not be concerned directly or otherwise with the new Form D.L.1, which is now prescribed for the application for a licence to drive a motor vehicle. The form, which is obtainable at a post office, reflects the new provisions relative to the acquisition of a driving licence contained in s. 5 of the Road Traffic Act, 1930. Part A sets out the five kinds of driving licence for which application may now be made. A licence may (*a*) authorise the driving of any kind of motor vehicle permitted to use the highway or be restricted in its operation (*b*) to motor cars and motor cycles, (*c*) to motor cycles, (*d*) to invalid carriages or, finally (*e*) to vehicles constructed or adapted for use by a person suffering from some physical disability. Part B of the form sets out particulars relative to name, address, age, previous convictions, etc., of the applicant, and need not further detain us. Part C introduces a revolutionary change. The applicant is required to make a declaration of his physical fitness to drive. This is estimated in the light of three questions, the first relating to epilepsy and "sudden attacks of disabling giddiness or fainting," the second to eyesight and the third to loss of a hand or foot, or a "defect in movement, control or muscular power." The Act carefully distinguishes between two kinds of incapacity—that which *ipso facto* disqualifies an applicant for obtaining a licence, and that in respect of which he can (*a*) either claim to be tested, or (*b*) make a declaration of its harmlessness from the point of view of the public. Part D of the form deals with the first of these last-named factors, Part E with the second, which applies only to those who have held licences under the Motor Car Act, 1903. If such a holder declares that he has been "in the habit" of driving a motor vehicle of the kind in respect of which the application is made for the past six months, and that his disease or disability did not cause his driving to be a source of public danger, he is not to be refused a licence (limited as the case may be) merely on the ground

of incapacity. These mitigations are apparently only applicable to cases where an answer *primâ facie* satisfactory cannot be given to the third question, the instructions to fill in parts D and E being confined to those who are incapacitated thereunder; and it would seem that those suffering from the disabilities mentioned in question 1, or whose eyesight does not reach the required standard in question 2 will be refused licences. Part F only operates on renewal applications by partially incapacitated persons, and consists of a declaration that the applicant's condition has not in the interval become more acute, and that he is not suffering from any disease or disability undisclosed in the former application.

These last three parts are for the purpose of enabling a partially incapacitated person to drive an ordinary road vehicle, and may be restricted to vehicles constructed for or adopted to the particular circumstances of the applicant. In addition to this, the authority may grant a licence confined to the use of an invalid carriage which is defined by the form to be a vehicle "not exceeding 5 cwt. in weight unladen, which is specially designed and constructed, and not merely adapted for the use of persons suffering from some physical defect or disability and used solely by such persons."

Although forms are obtainable at a post office, the licensing authority remains as before, and the application when completed is to be sent to the taxation department of the county, county borough or town council in whose area the applicant resides or in the case of a person not permanently resident in Great Britain to any such council.

This portion of the Road Traffic Act, 1930, came into force on the 1st of December.

A Conveyancer's Diary.

General Power of Appointment with Consent of Trustees—Rights of Creditors.

Last week I had to deal with an interesting question with regard to powers of appointment and the effect of s. 52 of the A.E.A., 1925, as to property over which an intestate has a general power of appointment by will which is not exercised or only partially exercised.

There is a case reported in this week's *Weekly Notes* which raises a different point upon general powers, and is, I think, also of considerable interest.

In *Re Phillips: Laurence* v. *Huxtable* [1930] W.N. 255, the question to be decided was whether, where a donee of a general power can only exercise it with the consent of the trustees of the settlement under which it is created, and does in fact so exercise it by deed, the property which is the subject of the power becomes in equity assets for payment of his debts.

The facts in that case were that a testator was entitled under a settlement dated in 1904 and a number of other deeds to certain powers of appointment. The power in the settlement of 1904 was to the effect that after the death of the testator (subject to certain trusts which failed) the trustees of the settlement should stand possessed of the settled property and of the income thereof and of all accumulations thereof in trust for the person or persons, and for the purposes, and generally in such manner as the testator should, with the written consent of the trustees by any deed or deeds, revocable or irrevocable, direct or appoint. By a deed poll executed in 1925 the testator, with the consent in writing of the trustees of the settlement of 1904, after revoking certain revocable appointments, appointed that after the failure or determination of the trusts declared by the settlement having priority to the power of appointment, the trust funds and property subject to the trusts of the settlement should be held by the trustees upon trust to pay certain pecuniary sums, including an annuity, and subject thereto upon trust for accumulation for twenty-one years from his death, and then upon trusts in favour of his daughter and her issue with gifts over in default of issue of the daughter who should attain a vested interest. By a deed dated in 1926 the testator revoked some of the appointments of pecuniary sums made by the deed poll of 1925 and substituted others.

Under a covenant contained in a settlement dated in 1899 the testator had covenanted with the trustees thereof to pay £10,000 to them within ten years from the date of that settlement or within three months after his death. That settlement was made in consideration of marriage, and the sum of £10,000 remained unpaid at the date of the testator's death.

The testator died in 1928 and his free estate proving insufficient the action was brought by the surviving trustee of the settlement of 1899 for a declaration that the property comprised in the 1904 settlement which had been appointed by the testator with the consent of the trustees of that settlement was assets for the payment of the £10,000 which the testator was under covenant to pay to the trustees of the former settlement.

Maugham, J., held in favour of the plaintiff.

Now, if the power of appointment had not been conferred subject to the restriction that it could not be exercised without the consent of the trustees, there could hardly have been any doubt about it. Where a debtor has a general power of appointment and exercises it in favour of a volunteer, it has for long been the rule that a court of equity will hold the appointed property to be assets in favour of a creditor. The donee of the power could have exercised it so as to make the property assets for the benefit of his creditors and a mere volunteer in whose favour the power has been exercised cannot equitably claim priority to the creditors. And it was held so long ago as 1750 that the rule applied to appointments whether by deed or by will (*Townshend* v. *Windham* (1750) 2 Ves. Sen. 1).

So far as regards appointments by will by testators dying after 1925, the question is put beyond all doubt by s. 32 of the A.E.A., which provides that "the real and personal estate of which a deceased person in pursuance of any general power . . . disposes by his will are assets for payment of his debts," but, as to appointments by deed, the old equity rule must be resorted to.

In *Re Phillips* it was contended that the rule did not apply because the power could not properly be said to be a general power as it could only be exercised with the consent in writing of the trustees. It was said that the trustees having an absolute power to veto an appointment prevented the power from being a general one.

The authority upon which Maugham, J., relied on that point is *Re Dilke* [1921] 1 Ch. 34.

In that case a donee of a general power of appointment, which was only exercisable with the consent in writing of the trustees of the settlement creating the power, executed a deed of appointment, in which the trustees concurred, directing that the trustees should after his death stand possessed of the trust funds for such person or persons as he should by deed or will appoint. The donee made a will appointing that the trustees should transfer the funds in a certain manner.

It was held by the Court of Appeal (affirming Peterson, J.) that on the true construction of the power, the trustees were not required to approve of the persons who were to benefit under the exercise of the power or of the extent to which they were to benefit, but that the exercise of the power was merely made conditional upon the consent and concurrence therein of the trustees and that the deed of appointment was a valid exercise of the power.

Applying the principle of that case, Maugham, J., held in *Re Phillips*, that where once it was shown that the power had been exercised with the consent of the trustees, "it necessarily followed that the equity of the creditors was as strong in the case where the power had been exercised as if it were an unfettered general power which the testator could exercise without consent."

The result seems to be that when there is a general power of appointment exercisable by deed with the consent of trustees or other persons, and the power has been so exercised, the property, the subject of the power, will become assets for payment of the debts of a donee just as though there were no restriction upon the exercise of the power.

I must add, however, that the rule, so stated, only applies to appointments which are to take effect on the death of the donee and not to appointments by deed which become effective in his lifetime. It may be, of course, that appointments taking effect in the lifetime of the donee are liable to be set aside as being in fraud of creditors or under the bankruptcy law, but the property will not otherwise be assets on his death.

Landlord and Tenant Notebook.

Deposit Paid by Intending Tenant.

Payment of a deposit is a not unusual feature of house-hunting, especially when estate agents act for the landlord of property to be let. When negotiations subsequently fall through, it frequently transpires that the parties have quite different conceptions of the nature and object of the payment made and accepted. The dictum of Lord Macnaghten in *Soper* v. *Arnold* (1889), 14 A.C. 429: "Everybody knows what a deposit is," must, in the experience of many practitioners, have been found to be too sweeping an assertion, at all events in cases connected with the grant of a lease.

Until comparatively recently, the intending tenant who sought to recover his deposit was faced with a formidable series of authorities. In the case mentioned, which concerned a contract to sell freehold, the contract called for a deposit and also stipulated that objections to title were to be sent within seven days. Title having been accepted, the intending purchaser was unable to find the balance of the purchase-money; but some years later, having discovered that the sale was in fact *ultra vires*, he sued for the return of the deposit on the ground of mistake. Lord Herschell gave judgment for the defendant on the short ground that a deposit was security for performance of a contract by the party paying it; Lord Macnaghten, after pronouncing the dictum already cited, said that two purposes were in fact served: if the purchase were carried out it went against the purchase-money, but its primary purpose was that of a guarantee that the purchaser "meant business."

The plaintiff's case in the above action was, of course, devoid of merits, and his legal advisers were hard put to it to find authorities to support their contentions; none of the decisions cited was as much as mentioned in the judgments delivered. An earlier case, in which a deposit was recovered, is *Palmer* v. *Temple* (1839), 9 A. & E. 508, in which the plaintiff, as intending tenant, had paid £300 on entering into an agreement for a lease as consideration for that agreement, the balance of the amount payable by the lease to be paid on execution and possession. The agreement also contained a default clause by which damages payable by either party refusing or neglecting to perform the contract were agreed at £100. There was some delay in completion, and the jury in an earlier action had found that the landlord was not in fault; after that, however, he disposed of the property to other parties, and the plaintiff now claimed his £300. In the circumstances, the court held that the intention of the parties was to be collected from the whole of the agreement, which did not specify particularly what was to be the fate of the deposit if the lease were never executed; and, thanks to the default clause, the plaintiff was held entitled to recover. But this case was distinguished in *Howe* v. *Smith* (1884), 27 Ch. D. 89, C.A., in which the deposit was referred to in the contract as having been paid "as a deposit and in part payment of the purchase-money"; for though the defendant had disposed of the property to someone else, he had not done so till the plaintiff had failed to complete within the agreed time, and as there was no provision for liquidated damages, it was held that the deposit was rightly forfeited. This decision was approved and applied by the Privy Council in *Mayson* v. *Clouet* [1924] A.C. 981.

In the course of the judgments in *Howe* v. *Smith*, one of the judges, Fry, L.J., said: "Money paid as a deposit must, I conceive, be paid on some terms implied or expressed." The dictum may be a truism, but by distinguishing between express agreement and agreement to be inferred from circumstances it envisages the possibility of the state of affairs referred to at the commencement of this article. It is clear from the weighty authorities cited that an intending tenant cannot hope to recover a deposit if he fails to take a lease he has agreed to take, even if the landlord suffers no loss, unless a contrary intention can be gathered from the agreement; but what is the position if the payment be made before the parties are *ad idem*? The answer has been supplied by *Chillingworth* v. *Esche* [1924] 1 Ch. 97, C.A., in which the plaintiff had "agreed" to buy "subject to a proper contract to be prepared," and had paid £240 referred to in the same document (which was signed by both parties) "as deposit and in part payment of the purchase money"; while the defendant had given a receipt in which he "confirmed the above sale" and acknowledged the "deposit." Subsequently the plaintiff, for no particular reason, refused to complete, and then demanded the return of the £240. The defendant relied on the authorities discussed, stressing in particular the "meant business" of Lord Macnaghten; when it was ruled that those cases related to concluded contracts, and that in the present case there was, by reason of the "subject to," only a conditional contract, he had to fall back on the contention that the payment was security that the plaintiff would sign a proper contract if tendered. To this argument the court declined to accede, holding that as there was never any legal relation the deposit could not be retained when negotiations had come to an end.

Our County Court Letter.

SOLICITORS' LIABILITY FOR NEGLIGENCE.

THE hazards of the profession have been illustrated in three recent cases. In *Netcott* v. *C. Burt Brill and Edwards*, at Brighton County Court, the facts were as follows: (1) the defendants in January, 1930, had commenced the action *Netcott* v. *Brighton and Hove Stadium, Ltd.*, the trial of which was specially fixed for the 9th May; (2) on the 7th May the defendants had written the plaintiff that they could not continue, owing to insufficient funds; (3) at 4 p.m. on the 8th May the defendants served notice of discontinuance; (4) the action was subsequently reinstated (on the application of other solicitors) and the plaintiff obtained judgment for £71 and costs; (5) the plaintiff claimed £100 as damages for breach of duty. The defendants contended that they had ceased to act after their letter of the 7th May, and in any case the only damage was the cost of having the action restored to the list. His Honour Judge Sir William Cann held (in a reserved judgment) that, owing to a mistake, the notice of discontinuance had been served without authority, and therefore the defendants were liable for breach of duty. No lump sum by way of damages could be awarded, however, until there had been an account of (*a*) the money received by the defendants for the purpose of the action against the Stadium; (*b*) what items in the defendants' bill were repeated in the costs recovered from the Stadium; (*c*) any balance to be paid to the plaintiff.

In *Laverack, Wray, Iveson & Co.* v. *Hartley*, at Leeds County Court, the plaintiffs claimed £7 7s. for professional

services, and the defendant counter-claimed £185 3s. 11d. as damages for negligence. The claim being admitted, the defendant's case was that (1) judgment had been given against him in *Yarham* v. *Hartley* at Hull County Court for the price of building materials—owing to the plaintiffs neglecting his instructions and not calling certain evidence; (2) his appeal to the Divisional Court had similarly failed. His Honour Judge Woodcock, K.C., held that the plaintiffs had no case to answer, as the defendant (having originally sworn an affidavit that he never ordered the goods), had then destroyed his own case by suggesting that the seller was not entitled to £36 18s. (the amount claimed) as there had been an agreement to accept £20. There was therefore no evidence of negligence, and judgment was given for the plaintiffs on the claim and counter-claim, with costs.

In *Petherick* v. *Slee and Dunn & Baker*, at Exeter County Court, the claim was for the return of £82 14s. 8d. paid by the second defendants to the first defendant in respect of income tax for which the plaintiff disputed liability. The defendants' case was that (1) on a sale by mortgagees, the Inland Revenue had claimed £200, which was adjusted to £172 1s. 8d., and the difference between the latter amount and the balance in hand, viz., £89 7s., accounted for the amount claimed by the plaintiff; (2) the only reason for bringing the action was the refusal of the second defendants to issue a writ (on the plaintiff's behalf) against the first defendant. His Honour Judge The Hon. W. B. Lindley held that the claim was unfounded, and he gave judgment for the defendants, with costs.

LIABILITY FOR LOSS THROUGH SWINE FEVER.

In *Platt* v. *Nicholson*, recently heard at Boston County Court, the claim was for £23 11s. 3d., being the balance of the price of eight pigs, which had been bought for £34 (i.e., at 85s. each) in October, 1929. Four afterwards died from swine fever, and the other four were killed, but, as one carcase was condemned by a meat inspector, the amount realised was only £10 8s. 9d. Liability for the balance having been disputed, His Honour Judge Langman observed that neither party was aware of the state of the pigs at the time of the sale, which (in the absence of any express provision as to risk of loss) was subject to the implied condition that the goods were of merchantable quality. The pigs were bought as store pigs, and had therefore been bought by description, both parties being aware that the defendant intended to fatten the pigs for slaughter some months later. The plaintiff dealt in pigs, but the evidence showed that those in question were infected before leaving his premises, and (although the plaintiff was unaware of the fact) they were nevertheless not of merchantable quality as required by the Sale of Goods Act, 1893, s. 14 (2). Judgment was therefore given for the defendant with costs.

Practice Notes.

THE LIABILITIES AND RIGHTS OF DOG OWNERS.

(*Continued from* 74 Sol. J., *p.* 766.)

II.

The depredations of foxes afford no defence, unless supported by cogent evidence, as shown by the recent case of *Massey* v. *Giles* at Nottingham County Court. The claim was for £37 11s. as the value of eighty head of poultry killed by the defendant's dog, which was seen worrying the fowl by the plaintiff's housekeeper, whose attention had been attracted by barking. It was discovered that one side of the wire netting had been lifted sufficiently to admit the animal, which was subsequently seen by the plaintiff chained up, but with blood on its jaws. The defendant's case was that the dog had been chained up at the time of the occurrence, although it had been running loose half an hour before the news reached the plaintiff. It was therefore contended that the damage was done by another dog or by foxes, but the plaintiff denied that any of the latter had been seen in the district for two seasons, and furthermore the method of slaughter was not that employed by a fox. The jury found for the plaintiff in the sum of £28 11s. and His Honour Judge Hildyard, K.C., gave judgment accordingly.

FARMERS' LIABILITY FOR ANIMALS ON HIGHWAY.

(*Continued from* 74 Sol. J., *p.* 766.)

II.

Payment into court may be a superfluous precaution, as shown by the recent case of *Snell* v. *Green*, at Skipton County Court. The plaintiff, while riding his motor cycle at night time, had been sandwiched between two horses, which jumped out from the grass verges at the roadside. The defendant's case was that (1) as the owner of horses straying on the highway, he was under no duty to other road users, who should be prepared for the possibility of meeting stray animals; (2) £50 had been paid into court, with a denial of negligence. His Honour Judge McCleary held that (1) the proximate causes of the accident were the plaintiff's excessive speed and his failure to keep a proper look-out; (2) the defendant was entitled to repayment, on judgment being entered in his favour. See *Heath's Garage* v. *Hodges* [1916] 2 K.B. 370.

In Lighter Vein.

The Week's Anniversary.

On the 10th December, 1679, died John Vaughan, Chief Justice of the Common Pleas. Tributes from impartial and even unfriendly sources applaud his wisdom and learning, his honesty and courage and his "great parts in nature."

Jurors in particular owe him a debt of gratitude, for it was a judgment of his which finally put an end to the high-handed practice of fining or imprisoning juries whose verdict did not meet with the court's approval.

He had, however, a sharp tongue which did not even spare his brethren on the bench public rebukes. On one occasion he was trying a case which involved a point of canon law. Two other judges interrupted the argument to remark complacently that they knew nothing at all about that law. "Good God!" exclaimed the Chief Justice. "What sin have I committed that I should sit on this Bench between two judges who boast in open court of their ignorance of the canon law?"

Settling Out of Court.

When Mr. Hay Halkett was asked to referee a fight in the street outside Marylebone Police Court, it appears that he "smilingly refused and adjourned the summons." Whether or not the dispute was settled out of court without his assistance is not reported.

In this connexion it may be permissible to cite an old story of two costermongers who were plaintiff and defendant in a county court action for detinue of a donkey.

Before the adjournment the judge said: "Now, my men, I'm going to have my lunch and before I come back I hope you'll settle your dispute out of court." When he resumed his seat, the parties looked rather battered, particularly the defendant, who said: "We've taken your honour's advice. Jim's given me a damn good hiding and I've given him back his donkey."

Eating a Writ.

Recently a defendant, who was alleged to have seized the server of a writ by the lapels of his coat and literally thrown him out of the house, appeared before the King's Bench Division on a motion for his committal for contempt.

In these days the process server runs fewer risks than in those of our more boisterous ancestors. Formerly, it was a good old-fashioned joke to make him eat his own writ, and it was to such a prank that the Bar of the eighteenth century owed the eloquence of Serjeant Davy, a well-known "character," who was originally a chemist at Exeter.

In those early days, the sheriff's officer once presented himself to serve Davy with a writ of the Court of Common Pleas. The man was imprudent enough to accept an invitation from the future lawyer to come in for a drink, and, once inside, he found himself threatened with a red-hot poker and compelled to swallow his own sheepskin.

It was during his subsequent imprisonment in the Fleet Prison that Davy acquired the interest in the law which led him to a distinguished forensic career.

STILL THEY COME.

This Term's Call Day has seen a respectable addition to the ever-growing multitude of all nations and kindred peoples and tongues, greybeards, flappers, young men and middle-aged, who take their places at the English Bar. "Try not the pass," warns the Daily Press ever and again when sensations are slack. Then the general public hears dark hints of skeletons mouldering on the path of an illusory treasure.

Still, the surplus lawyer is not such a problem as he might be if we may judge by an old joke from Hungary. A farmer had sent his son to study law at Budapest, but the young man wasted his time and failed in his examinations. Ashamed to face his father, he forged a certificate of call to the Bar. The old man was, however, sufficiently well informed to know that such documents should be written on dog skin, and required his son to explain why this one was not. "Well, the fact is," replied the youth, "there are more barristers than dogs in Hungary, and there is not enough dog skin to make diplomas for us all."

Alice in Police Court Land.

Being a jumble of things that have happened, a little exaggerated in the telling.

VIII.

The Innocents Abroad.

Alice had never been in a juvenile court, till one day she met Constable C.2 All, and he promised to get her in, if she would keep out of sight as much as possible, "or we might get you in as press." "You know," he added, "all the proceedings are in camerer, so don't try to take any photographs, will you miss?"

Alice promised to be good, and was duly smuggled in.

The bench consisted of Lord Lyon, Mr. Madden, the White Knight and Mr. Cantakerous, a retired barrister.

The first case was an application to adopt a child. The child had been placed by its mother with an adoption society, whose representative produced an agreement signed by her consenting to the adoption of the child by persons whose names were left blank.

This Lord Lyon was for treating as a consent to the adoption by the particular persons before him. Mr. Cantakerous objected, but was overruled, on it being pointed out that the welfare of the child went before everything. "In any case we dispense with consent," said Lord Lyon.

Then Mr. Cantakerous took the point that no notice had been served on the mother.

"We dispense with that," said Lord Lyon.

Then Mr. Cantakerous wanted to see the child. None of the other members of the bench would have that. The child must not hear that it was illegitimate. "We dispense with a view," said Lord Lyon.

Mr. Cantakerous had one more shot. "The child named in this birth certificate isn't identified with the actual child we are asked to deal with."

"We dispense with identification," said Lord Lyon.

So the bench dispensed with everything, and the order was made.

"Why not dispense with the order?" said the Secretary Bird.

"Malevolent old vulture," said Lord Lyon later.

The next case was that of a wee scrap of humanity said to be beyond the control of his mother, a large lady with "boko de lombongpong," as C.2 All put it. C.2 All was qualifying for extra pay as a French-speaking constable, and wanted to show he knew embonpoint when he saw it. Alice looked wise and said nothing, which she had found the best way with people like the bear.

But the complaint of the child's shortcomings resolved itself into a tirade against the neighbours. "They are all jealous of me, your worship, because I'm a widow."

"I wonder why," thought Alice. "Too much amazement and too little beloved," grunted the bear.

"Give him a good hiding," said Lord Lyon. "Do you suppose I should be what I am if I hadn't been well cuffed when I was a cub?" And he drew himself up to show what a wonderful fellow had been cuffed into majesty and wisdom. The effect was a little spoiled by his catching sight of Alice and letting his jaw drop with surprise.

"Who's that young woman?" he demanded sternly.

"She's a reporter," stammered C.2 All, taken aback.

"Don't you know that the press is not allowed in children's courts?"

"See the proviso to s. 111 (4) of the Children Act 1908," murmured the Secretary Bird sardonically.

"Oh, let her stay," said the White Knight, "She's a very old friend of mine. I understood she was going to be a Queen some day."

Lord Lyon, who was a bit of a tuft hunter, said: "Oh, very well. She can come and sit on the bench. She'll hear *me* better."

So Alice was elevated to a seat between the Mad Hatter and the White Knight. The Hatter touched her sleeve, and wiped a tear from his eye. Between sobs he murmured, "The March Hare—our dear friend—dead and gone—vivisected—and the jury acquitted the murderer—the foreman said afterwards that he—thought the judge—directed—them—that though you could jug a hare—there was no law—for jugging a vivisector—What he really said—was—it was enough to make a judge swear, and it was all fudge for the vivisector to say—he didn't—hurt the hare—But his Lordship was—dreadfully indistinct—he was actually dumb in one ear—Oh, dear—Oh, dear!"

"'Jugged'—'obsol' in brackets my dear—is thieves' Latin for 'put in prison,'" whispered the White Knight sympathetically to Alice.

The next charge was against a small boy for breaking into a shop and stealing some chocolates. "There were two of 'em in it, your worships," said the constable. "They broke into the shop and when seen broke into a run."

"Yes, 'e 'opped it, and I copped it," grinned the cheerful youth.

"It's a case of mistaken indemnity," interposed his mother. "And he suffers from kleptomania."

"What is kleptomania?" the White Knight asked her gently.

"Well, my worship, it's the different changes of the moon."

The Hatter put his hand thoughtfully to his forehead, but brightened a little when Lord Lyon said, "DON'T TALK NONSENSE, WOMAN."

"I thought kleptomania was "*ote feenonce*," said C.2 All aside to Alice. As she was no longer beside him she did not hear this. "Or is it *feeoncy*?" he murmured doubtfully.

"No," murmured C.2 All to himself again, "*ote feenonce*, is megalomania—or is it megatherium?"

"Twelve strokes with a birch rod," said Lord Lyon severely.

"See s. 10 (1) (*d*) of the Summary Jurisdiction Act, 1879," muttered the sardonic Secretary Bird. "The usual six, please, gaoler."

The next male infant had stolen "his pal's trousis," in a public bath. Lord Lyon, who liked to show his classical learning, said: "If you had done that in ancient Greece my boy, you'd have been put to death. This time it's twelve strokes."

The Secretary Bird and the gaoler only gave a half nod to each other this time.

Then came a boy who'd put a metal disc in a sixpence-in-the-slot machine, and was charged with obtaining a packet of cigarettes by false pretences. "That finicky old bird," as Lord Lyon often called the clerk, raised the objection that a machine hadn't a mind to be worked on by false pretences, and Lord Lyon said, impatiently. "Take him outside and let the schools officer find him wandering."

So the infant was taken outside, mislaid for a few minutes, and then brought back as being found wandering with no visible means of subsistence. He was then remanded for a school to be found.

At this stage Mr. Madden was found to be wandering with no visible intelligence, and the court adjourned hastily.

"He'll have another loocid interval soon, and be as good as any of 'em," said C.2 All to Alice.

Reviews.

The Death Duties, comprising Estate, Legacy and Succession Duties. The Law and Practice and the Text of the Statutes. ROBERT DYMOND, of the Estate Duty Office, Somerset House, solicitor, assisted by G. M. GREEN, LL.B. (Lond.), solicitor, of the same department. Sixth Edition. 1930. Large Crown 8vo. pp. xlvi and (with Index) 696. The Solicitors' Law Stationery Society, Limited. London: 22, Chancery-lane. Liverpool: 19 and 21, North John-street. Glasgow: 66, St. Vincent-street. 12s. 6d. net.

Perhaps no greater tribute can be paid to the author of this work than to repeat his prefatory words that, owing to the fifth edition having been exhausted, this book has been temporarily out of print. As the fourth edition came out just four years ago, following at an interval of only one year the appearance of the third, one would have difficulty in finding stronger evidence of a demand having been satisfactorily supplied.

Mr. Dymond and his assistant, Mr. Green, have in their sixth edition produced a work which can be accurately described as "of the same superior quality as heretofore." The work is some 150 pages larger than the previous edition and has in some respects been considerably re-written and re-arranged; all the judicial decisions of importance that have appeared since the last edition have been incorporated into the appropriate part of the text, where their effect is briefly but clearly set out; the Finance Act of 1930 is responsible, not unnaturally, for a considerable amount of the alterations in this edition, and the effect of the provisions of this Act is clearly demonstrated and explained. To those practitioners who have been accustomed to rely on this work for the solution of their estate duty problems, the slight re-arrangement of the order and the headings under which certain matters are dealt with may seem at first a little strange, but in practice they will, it is opined, find that, generally speaking, the new arrangement is not only more logical but considerably easier of reference. Ample evidence is given in this edition, as in earlier ones, of the advantages the book enjoys from the position of the author and his assistant, both of whom are solicitors in the Estate Duty Office. The authoritative and clear manner in which it is written would hardly be possible were the authors not so fortunately placed. The author and his assistant are to be congratulated on their work, which ought to find an even greater demand than earlier editions.

Receivers and Liquidators. H. C. EMERY, Solicitor, Fellow of the Chartered Institute of Secretaries and of the Chartered Institute of Directors. Second Edition, revised by R. BORREGAARD, M.A. (Oxon), Barrister-at-Law. 1930. pp. xii and (with Index) 222. London: Effingham Wilson. 12s. 6d. net.

This is another of Messrs. Effingham Wilson's excellent little books, and Mr. Borregaard has produced a "vade mecum" which ought to be of practical use to receivers and liquidators. Its severely practical nature is shown by the fact that almost one-half of the book is given up to statutes, rules and forms, and the substantive part of the book seems to be well done in a severely compressed way. There are a few minor criticisms to make. One notices on p. 87 in s. 266 (that most important section of the Act which deals with the invalidity of floating charges created within six months of winding up), which is set out *in extenso*, that the period is given as three months. Of course one of the very important practical changes of the new Act was to extend the former period of three months to six months. This is of course merely a slip and the correct period is given in the appendix part of the book, containing sections from the Act. And in discussing (on p. 72 *et seq.*) s. 234 and the rights of dissentient shareholders to send notice of dissent to the liquidator, the author might well have included a short reference to *Demerara Rubber Co.* [1913] 1 Ch. 331, which shows the vital necessity of making the terms of the notice comply with the requirements of the section.

Truth. The Fifty-fourth Christmas Number.

"Truth's" Christmas number presents all the entertaining features which have made it a popular annual for over half a century—political satire in verse and in prose, amusing parodies and sketches, several short stories and an abundance of clever illustrations. Contributions which are certain to attract attention are "The Great Twin Brethren," a humorous poetical study of two Press Lords; "Mrs. Elizabeth Pepys—her Diary"; "A New Jeremiah's Lamentations on London"; "The Song of the Dole" (after Tom Hood); and the "Voices of Vulcanus," setting out through an automatic medium the views on current topics of such figures of the past as Gladstone, Disraeli, Walter Scott, Tennyson, and Warren Hastings. Two coloured cartoons, "The Political Traffic Muddle" and "The Cranks' Round Table Conference," form part of the number.

Books Received.

Income Tax. Personal Allowances at a Glance (including alterations made by the Finance Act, 1930). HARRY C. KING, F.S.A.A., Incorporated Accountant. 1930. Demy 8vo. pp. 17. London: Gee & Co. (Publishers) Limited. 1s. net.

The French Default! An Analysis of the Problems Involved in the Debt Repudiation of the French Republic. HORACE B. SAMUEL, M.A. 1930. Medium 8vo. pp. vii and (with Table of Contents) 124. London: Effingham Wilson. 5s. net.

Das Deutsche Internationale Privatrecht. Auf Grundlage der Rechtsprechung. DARGESTELLT VON HANS LEWALD o.ö. Professor an der Universität Frankfurt a.m. 1931. Medium 8vo. pp. xvi and 169-386. Leipzig: Bernhard Tauchnitz. M. 12.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Borough Quarter Sessions—Costs—One-third Increase.

Q. 2080. We shall be glad to have your opinion as to whether the 33⅓ per cent. increase which is chargeable under the Solicitors' Remuneration Order applies to proceedings in borough quarter sessions. Recently we had such a case, which was a bastardy appeal from the magistrates, and the clerk of the peace in taxing proposes to disallow the 33⅓ per cent. increase which we have inserted in our bill. We shall be glad to know if in your opinion his contention is correct.

A. There is no order for one-third increase applicable to quarter sessions except in the Poor Persons' Defence Rules, and in the rules relating to assessment appeals, but if the bill is made out and taxed on the pre-war basis, it is proper and usual for the clerk of the peace to allow the increase. If the clerk of the peace is a member of the Borough Clerks of the Peace Association you might suggest he applies to the secretary of that association as to the practice.

Mistake in Conveyance—Omission of Words of Limitation—Death of Grantees—Procedure.

Q. 2081. In 1925 a conveyance of freehold property was made by a beneficial owner to a man and his wife as tenants in common, the habendum being in the following form "To hold the same unto and to the use of the purchasers as tenants in common in equal shares" the words "in fee simple" having been by an oversight omitted. Presumably this only gave a legal life estate to the tenants in common. In 1929 the wife died intestate, administration being taken out to her estate by the husband. Her estate (including one moiety of the said property) did not exceed £1,000. The husband died this year, and his will has been proved by the two executors appointed by his will. The executors of the husband now intend to sell the property. Having regard to the 1st Sched., Pt. 4 of the Law of Property Act, can the executors make a good title to the proposed purchaser without the concurrence of the vendor to the deed of 1925, or what steps should be taken to enable them to do so?

A. Assuming a proper contract of sale, the opinion is given that the fee simple vested in the grantees (on the statutory trusts) under the combined effect of Pt. 1, 3 and 6 (*b*), and that the fee is now vested in the husband's executors as personal representatives of the surviving trustee. To avoid having to prove the facts, however, it is suggested that the vendor should be asked to initial an interpolation of the words "in fee simple" after the word "purchasers." Possibly this is not the technically correct way of procedure, but it is the simplest.

Compulsory Purchase—Withdrawal of Notice.

Q. 2082. A county borough, under the local Act of 1925, have powers to "enter on take appropriate and use all or any of the lands delinated on the deposited plans and described in the deposited book of reference." The Act provides that the Corporation "notwithstanding that the same may not be immediately required may by agreement purchase or acquire or take on lease and hold any land which in their opinion it is desirable the Corporation should acquire for or connected with the purposes of any of their undertakings, powers or duties or for the benefit improvement or development of the borough." The powers of the Corporation for the compulsory purchase of lands for the purposes of that Act ceased after the expiration of three years from the passing of the Act, i.e., from 7th August, 1925. In July, 1928, the Corporation served upon our clients a notice to treat for the purchase of a private dwelling-house occupied by and belonging to them. The plan accompanying the notice showed that part of the land upon which the house stood was to be added to the existing street, which was to be widened and to become an arterial road. Within twenty-one days from their receipt of the notice, our clients delivered their claim to the corporation. As no further steps had been taken by the corporation, we have been pressing them during the last four months to proceed with the matter, and we have only to-day received a definite reply to our letter, to the effect that "owing to an amendment in the line of road, it is not now necessary for the corporation to acquire an interest" in our clients' property. One of our clients having died recently, the survivor is anxious to sell the property. We shall be obliged if you will inform us whether the corporation are at liberty to withdraw their notice to treat, and, if not, whether our surviving client can compel them to purchase the property. If so, pursuant to what general Act, coupled with the local Act, should notice to proceed to arbitration be given?

A. It is assumed the Lands Clauses Consolidation Act, 1845, or the provisions of s. 18 and subsequent sections as to ascertainment of compensation were incorporated in the special Act, and that the latter gives no power of withdrawal, expressly or impliedly. If this assumption is correct a notice to treat properly given cannot be withdrawn, save where the notice is to take part of a property and the person served gives a counter-notice requiring the whole to be taken. If, however, the notice was defective, the corporation can apparently rely on the defect: *Shepherd* v. *Norwich Corporation* (1885), 30 Ch. 553; *Ashton Vale Iron Co.* v. *Bristol Corporation* [1901] 1 Ch. 591. The person now entitled can compel performance: see *Cardiff Corporation* v. *Cook* [1923] 2 Ch. 115.

Mortgages of Rates by Local Authority—Whether Trustee Investment—Unauthorised Representation of Agency.

Q. 2083. (1) A trustee is desirous of investing trust funds in a municipal corporation mortgage on the security of the general rates. Under s. 1 (*p*) of that Act, it is conceived that it is clear that housing bonds of a local authority which is authorised under the Housing (Additional Powers) Act, 1919, to issue local bonds are authorised trust investments. Some municipal corporations, however, do not issue housing bonds, but borrow all on general mortgages of the rates. Would such a general mortgage be an authorised trust investment under the Trustee Act, 1925, if the money advanced were not required by the corporation for housing purposes.

(2) A has represented himself to be an agent of X.Y. & Co. Ltd., when in fact he has no authority to do so. Have X.Y. and Co. Ltd. any remedy by way of an injunction to restrain A, if—

(*a*) they have suffered damage thereby; or

(*b*) they have not suffered damage?

An authority on the point will oblige.

A. (1) It appears quite clear that such mortgages are authorised investments, but there appears to be nothing to

relieve the lenders from the obligation of ascertaining that the sanction of the Ministry of Health has been given to the raising of the loan of which the money lent forms part (or the whole).

(2) *Walter* v. *Ashton* [1902] 2 Ch. 282, and the cases therein cited, show that an injunction may be granted if there is tangible probability that the company may suffer damage as the result of A's action.

Lease—No Warranty as to Right to Light.

Q. 2084. A, the owner of certain business premises leased the same to B in 1928 for a term of seven years. A purchased the property in 1918 from C, who was also the owner of adjoining property, and at the time of purchase A and C entered into a mutual agreement under which either of them were to be entitled to re-build or alter their respective property notwithstanding that the buildings so erected or altered might affect or diminish the light previously enjoyed by the respective properties. C now proposes to erect certain buildings which will seriously affect the access of light to the premises occupied by B under his lease from A. When B took his lease from A he did not investigate A's title and was not aware of the existence of the agreement above referred to. Having regard to s. 44 (8) of the Law of Property Act, 1925, has B any, and if so, what remedy?

A. It has long been settled that there is no warranty by the lessor that the property leased is free from restrictions and there is no reason why a lessee should be entitled to assume that there is an absolute right to light. Apparently B has no remedy unless there was some representation on the part of A, or (possibly) if A was informed of a particular business which B was going to carry on which required special lighting facilities, in which case B might have a claim against A for damages.

Lease—Dilapidations—Part Payment by Assignee—Action Against Original Lessee.

Q. 2085. The client is a landlord who granted a lease of a house which has now expired, and the surveyors have submitted a list of dilapidations, £55. After the original lease there have been several assignments and sub-leases, and the last tenant has agreed to pay £45 of the amount (rather than wait for trouble), but denies liability for the balance of £10, which was caused before the last tenancy was created, and was therefore caused by one of the earlier lessees. Do you see any danger in accepting £45 from the last tenant and then suing the first tenant for the balance of £10, or do you consider that the acceptance of £45 would prejudice any action against the first tenant for the balance of £10?

A. It is not considered that the lessor could safely accept £45 and give the last lessee a receipt in discharge, though he could safely accept such sum on account and without prejudice to his rights against the last or any previous lessee. The better course seems to be to sue both the original and the last lessees. The latter is quite possibly liable on a continuing covenant to repair. The presumption usually is that the dilapidations occurred during the existing tenant's tenancy (*Smith* v. *Peat* (1853) 9 Exch. 161). Further, as between the original lessee and an assignee, the former is usually entitled under the covenant of indemnity to an indemnity for past breaches (*Gooch* v. *Clutterbuck* (1899), 2 Q.B. 148).

Disused School Site.

Q. 2086. In the year 1874, a donor granted to trustees a site for the erection of a school under the School Sites Act, 1841. Considerable sums were expended by means of gifts from an institution in the erection of suitable buildings, and school work was conducted therein until the spring of this year, when the school was closed. Under the Act the site consequently reverts to the estate of the donor. Inquiries have ascertained that he died in 1905, and his estate was wound up in 1908. It will be practically impossible to trace the nine residuary legatees at this length of time. Even at the time the estate was wound up one of them, who had gone to America some time previously, could not be traced. The trustees would have suggested to the donor that part of the proceeds of sale at least might have been given to the said institution for the furtherance of any similar work carried on elsewhere in view of its gifts towards the buildings. The trustees as such have no other buildings vested in them on which they could use the proceeds under s. 14 of the Act, nor do they propose to acquire any. Does the property under the above circumstances escheat to the Crown in view of the fact that it is hardly possible for the residuary legatees of the donor to claim the premises. If the trustees could let the premises for any purpose could they in course of time acquire a title to the property? If they let the premises what should be done with the rents pending the acquisition of a statutory title? If a claimant came alone could the trustees recoup themselves for any repairs executed on the property while so let? What risks do the trustees run by holding on to the property and letting it? If they are not prepared to continue to hold the premises, to whom should they be handed over? To the personal representatives (if any) of the original donor?

A. The question does not disclose (*a*) why the institution is apparently not claiming any interest in the buildings, to the cost of which it has contributed, or (*b*) whether the Board of Education or the local authority has acquired any interest in the site or buildings. In any case, however, the property has become impressed with a general charitable trust, and the case seems appropriate for an application to the court to settle a scheme under the *cy-pres* doctrine. The Attorney-General must be a party to the proceedings, which are started by originating summons under Ord. 55, r. 13, and any question of escheat can then be disposed of. The remaining questions therefore do not arise, as the trustees are neither entitled to deal with the property nor to remain passive, in the events which have happened.

Completion of Deed after Death of one Party.

Q. 2087. If one party has executed a deed, which requires execution by other parties, as where there are two or more conveying parties or as occurs in a lease, and dies before this has been done, is it proper for the other parties after the death to execute the deed and to insert the date of the first execution?

A. We take the view that the deed (until completely executed and finally delivered) is an escrow, the first party to execute it having done so conditionally, the condition being its execution by the other necessary parties. We know of no rule of law preventing the delivery of a dead person's escrow. The suggested procedure is therefore in our opinion satisfactory. We do not think that it is necessary to insert the date of first execution; any later date could be adopted.

Decontrol of Tied House.

Q. 2088. From 1920 until 1927 A was tenant of a hotel and public-house at a rental of under £78 a year. In 1927 the owners, a brewery company, sold it to the present owners, and B became tenant of the fresh owners at a rental of £20 a year with a tie. The property was not vacant in 1927, and B moved in directly A moved out. The tenancy is a yearly one determinable by six months' notice expiring on any quarter day. The property is the usual country hotel with thirteen bedrooms, five of which are used by the tenant for occupation by himself and his family. Is the tenancy protected under the Rent Act?

A. The point of simultaneous transfers of the reversion and of the tenancy appears to be uncovered by authority, but, as neither of the landlords ever obtained actual possession, the opinion is given that the house never became decontrolled. The tenancy is therefore protected by the Rent Acts.

Notes of Cases.

House of Lords.

William Leitch & Co. Limited *v.* **Leydon.**

A. G. Barr & Co. Ltd. *v.* **Macgeoghagan.**

24th November.

AERATED WATER MANUFACTURERS—USE OF BOTTLES BY NON-CUSTOMERS—VIOLATION OF RIGHT OF PROPERTY IN BOTTLES.

These were two appeals from Scotland and raised the same point. The appellants in the first appeal were ærated water manufacturers in Edinburgh and the respondent was a grocer whose shop was also in Edinburgh. In his shop the respondent had a "Vantas" soda fountain by which he supplied customers with beverages, which might be consumed on the premises or taken away. When taken away customers had to bring with them a bottle or other receptacle, and occasionally bottles marked with the appellants' name were used in this way. The respondent was not a customer of the appellants, but from time to time he received and filled with beverages bottles marked with their name. The appellants contended that such bottles were their exclusive property and that in receiving and filling them the respondent was violating their right of property.

LORD HAILSHAM said it was conceded that there was no contractual relationship between the appellants and the respondent, and the duty to refrain from using the bottles must arise, if at all, from the fact that the bottles were the property of the appellants. Counsel for the appellants conceded that unless he could establish that all bottles bearing their name were the property of the appellants his claim must fail and that he could not impose on the respondent the duty of investigation whether any particular bottle belonged to the appellants or not, but he contended there was a duty to examine the bottles. Unless the appellants could establish that there was a duty on the respondent to ascertain which bottles were the appellants' property their claim to an injunction must fail. If there was such a duty, then it could make no difference whether the ascertainment was easy or difficult. In his judgment no such duty could be shown to exist, and therefore the action must fail. He thought that the interlocutor pronounced was correct and that this appeal should be dismissed with costs.

LORDS DUNEDIN, BUCKMASTER, BLANESBURGH and WARRINGTON OF CLYFFE gave judgment to the same effect.

COUNSEL: *James Keith*, K.C., and *J. L. Clyde*, *The Dean of Faculty* (C. SANDEMAN, K.C.), *Sir Leslie Scott*, K.C., and *J.G. McIntyre*.

SOLICITORS: *William Webb & Sons*, for *Ballantine, Haddow and M'Lay*, Glasgow, and *J. Miller Thomson & Co.*, W.S., Edinburgh; *Baileys, Shaw & Gillett*, for *Maclay, Murray and Spens*, Writers, Glasgow, and *J. J. Ross*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

G. C. Dobell & Co. Ltd. *v.* **Barber and Garrett.**

Scrutton, Lawrence and Greer, L.JJ. 17th November.

CONTRACT — SALE OF GOODS — LINSEED CATTLE CAKE — STATUTORY WARRANTY—FIT FOR USE AS FOOD FOR CATTLE BREACH—NOT CASTOR FREE—SALE TO DEALER—SUB-SALES BY DEALER—DAMAGES PAID TO SUB-PURCHASERS —MEASURE OF DAMAGES AGAINST FIRST SELLER—FERTILIZERS AND FEEDING STUFFS ACT, 1926, 16 & 17 Geo. 5, c. 45, s. 12.

Appeal from an order of Roche, J. (74 Sol. J. 387).

The plaintiffs, on the 12th September, 1929, bought from the defendants a quantity of linseed cattle cake, which they later re-sold to dealers, who in turn retailed it to farmers. Cattle which ate the cake became ill, and on analysis the cake was found to contain castor seed mixed with the linseed. The plaintiffs had had to pay damages to their sub-purchasers, and they sought to recover damages from the defendants for alleged breach of warranty. They claimed a declaration that warranties under s. 2 (2) of the Fertilizers and Feeding Stuffs Act, 1926, were implied that the cake did not contain castor seed, that it was suitable for use as food for cattle, and that it was the residue resulting from the removal of oil from commercially pure linseed. Alternatively, they claimed a declaration that the cake was warranted under s. 14 of the Sale of Goods Act, 1893, as reasonably fit for use as food for cattle. The defendants said that they sold only as agents, to the knowledge of the plaintiffs and were not liable as principals. They denied the alleged warranties, and said that the plaintiffs took samples before purchasing, and relied on their own judgment.

Roche, J., held (1) that the defendants had sold the linseed cake for use as food for cattle, and the plaintiffs had purchased it for the same purpose; (2) that the plaintiffs were entitled to the declaration for which they asked on the question of the warranties; but (3) they could only recover as damages the difference between the value of the goods as they actually were at the time of the sale and their value as they ought to have been at that time. The plaintiffs appealed on the question of the measure of damages, and the defendants appealed on the question of liability.

THE COURT, by a majority (Greer, L.J., dissenting) allowed the plaintiffs' appeal, and dismissed the defendants' appeal, holding that the defendants had sold, and the plaintiffs had purchased, the linseed cake in question for use as food for cattle, and that s. 2 (2) of the Fertilizers and Feeding Stuffs Act, 1926, applied, notwithstanding the fact that the plaintiffs were dealers and had bought the linseed cake to sell it again. The majority also held that the operation of the Act of 1926 was not excluded by s. 24 of that Act; and that therefore the plaintiffs were entitled to the declaration that the warranties mentioned above were implied by s. 2 (2) of the Act of 1926. On the question of the measure of damages, the majority of the Court held that the plaintiffs were entitled to recover the amounts which they had had to pay their sub-purchasers. Mr. Justice Roche's judgment was varied accordingly.

COUNSEL: *Porter*, K.C., and *Howard-Jones*, for the plaintiffs; *du Parcq*, K.C., and *van den Berg*, for the defendants.

SOLICITORS: *P. F. Walker*, for *Weightman, Pedder & Co.*, Liverpool; *Sanderson, Lee & Co.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Bowmaker, Ltd. *v.* **Williams.**

Mackinnon, J. 1st December.

CONTRACT—SALE OF MOTOR CAR—HIRE PURCHASE AGREEMENT—ALLEGED LOAN ON SECURITY OF MOTOR CAR.

The plaintiffs in this case, Bowmaker, Ltd., who financed the hire-purchase of motor vehicles, claimed from the defendant Hugh Williams, *inter alia*, the delivery up of a Daimler motor car, valued at £900, which they alleged was their property and acquired in the following circumstances. The plaintiffs alleged that the defendant and their late manager, one Wilmot, called upon Sinclair Automobiles and represented to them that one, L. Rider, had a Daimler motor car which she was desirous of selling for £900, and that the defendant would provide £300 and the plaintiffs £600, the plaintiff company to buy the car from Sinclairs for £600. Sinclair Automobiles thereupon drew a cheque for £590 in favour of L. Rider, and the plaintiffs, in turn, drew a cheque for £600 which was paid to Sinclair Automobiles, the defendant taking possession

of the motor car and agreeing to pay the plaintiffs the £600 by instalments. L. Rider was, in fact, the secretary to the defendant, and the defendant had himself bought the motor car some months previously from the Daimler Company. The defendant paid the first instalment, but he had paid nothing since. By his defence he contended that the motor car never was the property of the plaintiffs or of anyone but himself. He alleged that in March, 1930, being financially embarrassed, he wished to obtain a loan on the security of his motor car, and he submitted that it was at all times clearly understood by the parties concerned in the transaction that the £600 was a loan to him on such security, notwithstanding the procedure adopted. The plaintiffs ought not to be given possession of a car valued at £900 in discharge of a loan of £600.

MACKINNON, J., after reviewing the facts and the evidence, said that he was satisfied that so far as Sinclair Automobiles were concerned, they understood that they were buying the motor car from Rider. He (his lordship) thought that as between the plaintiffs and the defendant there was a perfectly genuine transaction in the terms in which it appeared in the contract. The plaintiff did genuinely buy the motor car from Sinclairs, and Sinclairs, so far as they knew, did genuinely buy it from L. Rider, whom they were told by the defendant, was the owner of the motor car. In those circumstances the plaintiffs were entitled to judgment for the delivery up of the motor car, and for £53 10s. in respect of an unpaid instalment.

COUNSEL: *Harold S. Simmons*, for the plaintiffs; *D. E. Evans*, for the defendant.

SOLICITORS: *Lazarus, Son & L. A. Hart; Davies, Arnold and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Solicitors' Managing Clerks' Association.

FESTIVAL DINNER.

The twenty-fifth Festival Dinner was held on 20th November at the Wharncliffe Rooms. The President (Mr. John Blackburn) was in the chair, and among the 354 present were The Right Hon. Lord Russell of Killowen, The Hon. Mr. Justice Eve, The Hon. Mr. Justice Langton, Sir Leonard W. Kershaw, Master P. R. Simner, Master A. H. Holland, Mr. Registrar F. Mellor, Mr. F. K. Archer, K.C., Mr. C. Atkinson, K.C., Mr. R. F. Bayford, K.C., Mr. R. K. Chappell, K.C., Mr. R. P. Croom-Johnson, K.C., M.P., Mr. C. Doughty, K.C., Mr. G. Malcolm Hilbery, K.C., Mr. Hector Hughes, K.C., Mr. W. T. Monckton, K.C., Mr. Robert Peel, K.C., Mr. W. Cleveland Stevens, K.C., Mr. A. Ralph Thomas, Sir J. S. Stewart-Wallace, C.B., Mr. W. G. Earengey, Mr. Cecil Havers and Mr. E. Elvy Robb.

After the loyal toasts had been honoured, LORD RUSSELL OF KILLOWEN proposed "The Health of the Association." After an affectionate commemorative reference to the late Lord Birkenhead, who had occupied that place three or four years ago, he said that he would like to see passed a short Act of Parliament making it a penal offence—whether misdemeanour or felony he did not care—for anyone to make an after-dinner speech longer that he proposed to make that night. When told that he was to propose the health of the Association he had been anxious to qualify himself properly for his task, and there had duly been delivered at his address a bulky set of papers. Returning to the habit of a previous existence, he had looked with some anxiety at the back. He had been disappointed, but had swallowed his disappointment and hoped that he had mastered his brief.

The proposition which he had to argue was that the Association deserved to have its health drunk. Three salient facts about it were its excellent objects, the successful attainment of these objects and its vigorous and flourishing condition. The excellent objects of the Association all tended to maintain and increase the influence of the managing clerks in the legal profession, and the speaker had always been one to say that the real motive power in the solicitor's office was supplied by the managing clerk. These objects had been achieved by the delivery of lectures by members of the Bar, presided over by members of the bench—nominally for the instruction of the audience, but really for the instruction of His Majesty's judges; by classes for the younger members; and by social dissipations such as the smoking concert, the festival dinner and the summer outing. That the Association was in a satisfactory state was shown by the fact that it had a balance to carry forward—and how many people had that—by the large membership and by the healthy appearance of those he saw before him. Such a satisfactory state was only possible when an association had an efficient executive and an enthusiastic president. There was a maxim much heard in the Probate Division—"*Gnoscitur e sociis*,"—and there were present to-night two members of the bench, puisne judges—though he doubted if that was quite the word—the regimental sergeant-major and the youngest lance-corporal, or the blushing débutante and the seasoned old dowager. When the wisdom of judicial age and the freshness of judicial youth came together to wish an association well, then all was indeed well with it. (Applause.)

The PRESIDENT, in reply, briefly reviewed the history of the Association and of the new pensions scheme, and recalled an occasion one evening when the committee had been drafting the memorandum and articles of association. They had been quite unable to hit on a formula for the difficult matter of expulsion, until the then president, Mr. Frank Smith, had walked in with a sheaf of memoranda and articles of association under his arm. On hearing their difficulty he had at once produced an excellent clause and, on being asked where he had got it from, he had replied that he was reading from the memorandum and articles of the Pig-Breeders Association. (Laughter). Mr. Blackburn expressed his appreciation of the help given him during his year of office by the two librarians, the secretary, the lecture secretary and the treasurer. (Applause.)

THE HEALTH OF HIS MAJESTY'S JUDGES.

Mr. E. ELVY ROBB, in proposing this toast, said that what small success he had had in life he owed to his excellent managing clerks primarily, to his good friends at the Bar secondarily and only in a very minor degree to His Majesty's judges. In fact the really lucrative business of the profession was all transacted in the absence of His Majesty's judges. At no time, he thought, had there ever been a bench which had commanded the confidence, the esteem and even the affection of the public more than to-day. Judges in the past had sometimes got into trouble—King Alfred had had to hang no less than twenty-four for dereliction of duty, and Francis Bacon had had to retire from the lustre of the bench to take up gardening in Gray's Inn. When all our landmarks were being swept away we had little to cling to save the Crown and the bench, and they would never fail us. In days gone by, relations between judges and solicitors had been less cordial than they were to-day. One judge had called attorneys "prowling jackals and predatory pirate fish," and another had said that no solicitor should earn more than £600 a year; but the unkindest cut of all had been delivered by an Irish judge who had been approached for a subscription of a shilling towards the funeral expenses of a poor attorney. "What," he had said, "a shilling to bury an attorney? Here's a pound; go and bury twenty of them." These things, however, were in the past. The judges were the bulwarks of our constitution and liberties, and the Lord Chief Justice had recently made a most valuable stand against the encroachments of bureaucracy.

Mr. Justice EVE, replying, said that if he had not been invited that evening he would have wormed himself in as a member of the orchestra. He did not therefore thank them for the invitation, but rose to deliver himself of half of a most grateful and gracious response to the toast which had just been proposed. The other half would be contributed by Mr. Justice Langton, whose elevation to the bench had created no surprise and whose advent had been cordially and heartily welcomed. It was always gratifying to His Majesty's judges to hear that they still retained the respect and confidence of their fellow citizens, and none the less so when that expression came from a portion of the community peculiarly well acquainted with their work.

That was the end of his reply, but as attacks had been made on his personal appearance, his sex, and various other matters, he proposed to add a few words. To begin with—for he was not jealous—he would introduce his co-respondent and draw attention to his youthful appearance, his charming figure and his lovely head of hair. They all knew what assets those were, but they were not always appreciated until they were lost. He desired—and as a dowager he thought he was entitled—to take the ladies into his confidence and to beg them, especially those who served on juries, not to be misled by these outward appearances. A bald man, a fat man, even a man who was both bald and fat, was not necessarily guilty of the offence with which he was charged. He could sympathise with their objection to

baldness, and he could understand their aversion to fat, but he could not sympathise with the lady who declared her conviction, on his appearance, that such a man was guilty, without hearing whether he were charged with keeping a dog without a licence or murdering his grandmother. He begged them to give the accused the benefit of the doubt and to listen to the evidence. He was just as likely to be innocent as a fine gentleman with a head of hair.

Mr. Justice LANGTON, also replying, said that in the matter of this toast his elder brother was also his better half. There was one golden rule at the Bar: if your leader has made a good impression, don't disturb it. He would admit them to a few items of his career which had not yet been disclosed to a prying Press. As a small boy he had been constantly reproved for talking; at school he had been frequently corrected for talking out of his turn; at the university his companions had taken strong disciplinary measures to control his verbosity, but none of these measures had had the slightest success, and for twenty-five happy years he had been let loose in the courts to pour forth to long-suffering judges all that he wanted to say. But a short while ago the Lord Chancellor had taken him aside and made him a not inconsiderable offer to keep his mouth shut for ever. He thought that the idea of coupling his name with that of the other responder to the toast had been a gesture of sympathy: a realisation that the old Adam might want to come out.

The health of "The Ladies" was proposed by Mr. R. P. CROOM-JOHNSON, K.C., M.P., and responded to by Mr. R. K. CHAPPELL, K.C.

The health of "The Chairman" was proposed by Mr. E. G. TINDALL, who said that everybody respected and admired him for the manner in which he had conducted the business of the Association during his year of office. He had assisted in very many ways in extending the activities of the Council. (Loud Applause.)

MINISTRY OF HEALTH.

In pursuance of the policy of consolidating the various statutes regulating the work of the Ministry, the Minister of Health has appointed a committee with the following terms of reference "with a view to the consolidation of the enactments applying to England and Wales (exclusive of London) and dealing with (*a*) local authorities and local government, and (*b*) matters relating to the public health, to consider under what heads these enactments should be grouped in consolidating legislation, and what amendments of the existing law are desirable for facilitating consolidation and securing simplicity, uniformity and conciseness."

The membership of the committee is as follows:—

Chairman: The Rt. Hon. The Viscount Chelmsford, P.C., G.C.S.I., G.C.M.G., G.C.I.E., G.B.E.

Members: L. S. Brass, Esq., H. J. Comyns, Esq., Capt. Ernest Evans, M.P., Sir William M. Graham-Harrison, K.C.B., K.C., Sir Frederick F. Liddell, K.C.B., K.C., Major J. J. Llewellin, M.P., E. J. Maude, Esq., C.B., Major J. Milner, M.C., M.P., Cecil Oakes, Esq., LL.M., Sir Harry G. Pritchard, L. A. J. Granville Ram, Esq., C. E. Staddon, Esq., Lt.-Col. Sir Seymour Williams, K.B.E.

The secretary to the committee will be Mr. R. S. King-Farlow, of the Ministry of Health.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1	GROUP I. MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
			Witness. Part II.	Witness. Part I.
M'nd'y Dec. 15	Mr. Blaker	Mr. Andrews	Mr.*Jolly	Mr.*Blaker
Tuesday .. 16	More	Jolly	*Ritchie	Jolly
Wednesday 17	Ritchie	Hicks Beach	*Blaker	*Ritchie
Thursday . 18	Andrews	Blaker	Jolly	Blaker
Friday 19	Jolly	More	Ritchie	*Jolly
Saturday .. 20	Hicks Beach	Ritchie	Blaker	Ritchie
	GROUP I. MR. JUSTICE BENNETT Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Dec. 15	Mr. Ritchie	Mr. Andrews	Mr. Hicks Beach	Mr.*More
Tuesday .. 16	Blaker	*More	Andrews	*Hicks Beach
Wednesday 17	Jolly	Hicks Beach	More	*Andrews
Thursday . 18	Ritchie	*Andrews	Hicks Beach	More
Friday 19	Blaker	More	Andrews	*Hicks Beach
Saturday .. 20	Jolly	Hicks Beach	More	Andrews

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Wednesday, the 24th day of December, 1930, and terminate on Tuesday, the 6th day of January, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 18th December, 1930.

	Middle Price 10th Dec. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	92½	4 6 6	—
Consols 2½%	57⅞	4 6 7	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
War Loan 4% (Tax free) 1929-42	100⅞	3 19 4	3 18 0
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105⅝	4 14 7	4 13 3
Conversion 4½% Loan 1940-44	101	4 9 4	4 8 0
Conversion 3½% Loan 1961	81½	4 5 11	—
Local Loans 3% Stock 1912 or after	68	4 8 3	—
Bank Stock	268½	4 9 5	—
India 4½% 1950-55	87	5 3 6	5 8 9
India 3½%	64	5 9 5	—
India 3%	55	5 9 1	—
Sudan 4½% 1939-73	100	4 10 0	4 10 0
Sudan 4% 1974	90	4 8 11	4 10 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	86	4 1 5	4 12 9
Ceylon 5% 1960-70	103	4 17 1	4 16 6
Commonwealth of Australia 5% 1945-75	82½	6 1 3	6 3 4
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
New South Wales 4½% 1935-45	72⅛	6 4 2	7 12 6
New South Wales 5% 1945-65	78½	6 7 5	6 11 8
New Zealand 4½% 1945	98	4 11 5	4 14 0
New Zealand 5% 1946	102	4 18 0	4 16 6
Nigeria 5% 1950-60	104	4 16 2	4 15 0
Queensland 5% 1940-60	78½	6 7 5	6 13 4
South Africa 5% 1945-75	102	4 18 0	4 17 6
South Australia 5% 1945-75	79½	6 5 9	6 8 4
Tasmania 5% 1945-75	84½	5 18 4	6 0 0
Victoria 5% 1945-75	79½	6 5 9	6 8 4
West Australia 5% 1945-75	81½	6 2 8	6 4 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	75	4 2 2	4 11 0
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	83	4 4 4	4 13 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Metropolitan Water Board 3% "B" 1934-2003	69½	4 6 4	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 0
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	104	4 16 2	4 15 3
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Rly. 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	78½	5 1 11	—
L. & N.E. Rly. 4% 1st Guaranteed	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Preference	57	7 0 4	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 17 7	—
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L. Mid & Scot. Rly. 4% Preference	63½	6 6 0	—
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